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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXV. No. 21 [PAGES 335 TO 348]. **Saturday, May 23, 1931.** PRICE 1s.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Motor-Coach Luggage.

A LETTER recently appeared in a newspaper from a correspondent who had travelled by a motor-coach, and found that the whole of the gangway down the centre was filled with luggage, so that, had a fire occurred, the passengers would have been seriously imperilled. Such a matter is certainly worth official attention; if petrol in a tank ignites, the margin between life and death may be a matter of seconds. The question is whether there is any legal veto on such obstruction. Section 68 of the Road Traffic Act, 1930, provides for regulations to ensure the fitness of motor-coaches for their proper use, and such regulations have already been made: see S. R. & O. 1931, No. 62. By r. 30, an emergency door must be easily accessible, and gangways not less than 21 inches in width are prescribed. By r. 31 "unobstructed internal accessibility" is required. It is arguable, however, that these rules only relate to the frame and body of the vehicle itself. If so, the proper remedy may lie under s. 72, dealing with road service licences. By sub-s. (4) the Traffic Commissioners may attach to a road service licence such conditions as they may think fit in respect of various matters, including any which may be necessary for securing the safety and convenience of the public. Obviously a condition that luggage should not be left in a gangway would be of this nature, and breach of such a condition would be violation of a licence under sub-s. (2). If this is not made a condition of every licence to run a road service, the sooner it is made so the better. And there should be the further condition that a notice to this effect should be placed in a conspicuous position on the vehicle itself. There are of course strict conditions that gangways in theatres and cinemas must not in any way be blocked or obstructed for similar reasons of danger.

Motorists and the Sight Test.

THE MENTALITY of some persons is amazing. An Act of Parliament expressly declares that no licence to drive a motor vehicle shall be granted to persons having certain physical disabilities. On their own showing a number of persons have such a physical disability, and yet they claim a review of the refusal to grant them licences, praying in aid a provision directed to other ends. More wonderful still, the Automobile Association is able to obtain counsel's opinion supporting this strange view of the law. The High Court, however, has made short work of this contention. The Lord Chief Justice "found it difficult to see how the applicant could be aggrieved. The statute had been duly fulfilled and he did not see what there was to correct on appeal." So justices, who very sensibly and properly refused to entertain an appeal in such a case under s. 5 (5) of the Road Traffic Act, 1930, have been upheld, and one more idle point passes out of the range of discussion.

Change of Christian Names.

A RECENT announcement in *The Times* personal column by which a lady gave notice of a change of Christian names, stated that she had effected the change by deed poll. This suggests that the officials of the Enrolment Department of the Central Office no longer regard "Coke" as an authority; or else they are not concerned with the niceties of the law. COKE'S view was that a Christian name, unlike a surname, could be changed at confirmation only, and he cites a case of a change so effected by a Chief Justice of the Common Pleas. Both parts of the proposition have, however, frequently been doubted. Chief Justice HOLT, in dealing with a plea in abeyance by a defendant known and sued as "Benjamin Holman," though christened "John," pointed out that many thousands in England had never been baptised, but had, in effect, acquired Christian names by repute (*Walden* v. *Holman* (1704), 6 Mod. R. 115), and numerous cases of change by repute can be found in the law reports. Nor has Parliament itself respected the principle, for private Acts have authorised changes of Christian names as well as of surnames.

Nature in the Inns of Court.

THE RETURN of a family of wild ducks and drakes to New Square, Lincoln's Inn, has excited no little interest among the residents and others whose business takes them into the precincts of the headquarters of Chancery. Indeed, the incident has evoked a charming leading article in *The Times*, wherein the writer humorously refers to the standard of impeccability which the benchers insist upon from their tenants, and shakes his head over the doubtful conduct of the feathered arrivals in New Square. Lincoln's Inn has always maintained an austere attitude, for is there not to be seen to this day over one of the side entrances a warning notice that "persons with burdens are not allowed to pass through"? The partiality of the wild ducks for the quietude of New Square is, however, somewhat remarkable in these days when nature in so many of its phases is being more and more removed from the busy haunts of men. But the Inns of Court have always had an attraction for bird life. GOLDSMITH, it may be remembered, found a special interest in watching the colony of rooks in the Temple:

"I have often amused myself with observing their plans of policy from my window in the Temple," he wrote, and it may well be believed that the occupation of watching these birds gave the gentle and lovable "Goldy" an unalloyed delight. The rooks have long since abandoned the Temple, but they have left an abundant supply of starlings and other small birds which not infrequently become more vociferous than the occupants of the chambers appreciate. However, their presence adds a touch of nature, not perhaps so rural as do the ducks of Lincoln's Inn, which is not ungrateful.

Why not Abolish Lawyers ?

Motor Commerce, the motor trade monthly journal, in a paragraph headed "£1,000 worth of law," intimates that to test the rights of the motor trade under the Rating and Valuation (Apportionment) Act, 1928, with regard to repairing garages has cost the Motor Agents' Association £1,000, and plaintively remarks: "It seems a lot of money to discover what certain legislators had in their mind when they passed the measure of 1928—or rather what is the true meaning of certain words they put on the Statutes." *A propos* of which a certain motor agent has asked us "Why should the unfortunate citizen or any body of citizens be mulcted in all these costs for the purpose of interpreting the meaning of simple English words in an Act of Parliament. Surely the man who was responsible for drafting the clause about retail shops knew what he meant. Why not ask him ?" The suggestion holds out joyous prospects for the future—to all but lawyers—in regard to the interpretation of a Government measure. The disputants would go to the appropriate Ministry with an agreed statement of facts and interview the Minister, or more probably the Permanent Secretary, who, after calling into consultation, if necessary, any subordinate official who was concerned with the Bill and possibly also the Parliamentary draftsman, would deliver judgment as to the effect of any particular section of the Act in relation to the facts in question. Truly a glorious state of affairs.

Consolidation of Library Legislation.

Mr. Arthur R. Hewitt, the Assistant Librarian of the Middle Temple, who last year brought out an extremely useful handbook on the law relating to public libraries as embodied in a series of statutes, has followed up that work by the publication of a draft of a proposed consolidated Act on the subject. Such a consolidation is much needed in view of the scattered enactments on library administration. As was pointed out by the report on Public Libraries in England and Wales issued as a command paper in 1927, "each successive Act has effected modifications or repeals in earlier Acts, and important provisions have found their way into an obscure Statutory Rule and Order, so that it is a matter of great difficulty to find out, except after considerable research, the precise state of the law in regard to many matters of importance." This, unhappily, is true of numerous sections of our law, but it is particularly objectionable to have this particular branch, which has to be administered by local bodies, in such a chaotic condition. Mr. Hewitt's draft reduces the present chaos to something like order; he has produced an admirably workmanlike Bill. As drawn, the Bill would give protection to library authorities against actions for libel in respect of defamatory statements contained in books in circulation by the libraries. This proposal, when it was suggested some years ago, provoked considerable controversy, but public opinion may have ripened in the interval in favour of such a protection being given to library authorities. There is something fantastic about the idea that public authorities should be liable to be shot at for allowing a book which, unknown to them, has a libel lurking in some paragraph which appears on the face of it to be devoid of offence to anyone. It is time that the law on this matter should be put on a more satisfactory footing.

Criminal Law and Practice.

"First Offenders"—and Others.—The Probation of First Offenders Act, passed in 1887, was repealed in 1907. Yet people still refer to the "First Offenders Act," thus giving currency to the idea that probation is for first offenders only. The fallacy is unfortunate, because it actually leads some lay justices, as we have learned, to refrain from giving the benefits of probation to offenders who are quite suitable for it, on the ground that a previous conviction debars them from doing so.

A speaker at the annual meeting of the Middlesex Branch of the Holloway Discharged Prisoners' Aid Society, if she be correctly reported, fell, to some extent, into this error. She is also credited with the surprising statement that "in connexion with the First Offenders Act she thought it mistaken kindness to make it possible for young people to escape punishment for a first, second, and sometimes even a third occasion of detection, and especially when it was remembered that the first detection was very seldom the first offence . . . And she thought, too, that the Borstal system of committing young people to long terms of detention was not good. A sentence of one, two, or three years between the ages of eighteen and twenty-one years was a very terrible punishment."

If it were made compulsory, as some rather short-sighted people advocate, for young people to be bound over for a "first offence" (in the sense of a first finding of guilt by a court), then indeed we should agree that it would often be "mistaken kindness." But that the court should have a discretionary power to be merciful to any offender, whether a so-called "first offender" or a man with a bad record but a hopeful future, seems to us to be indisputably desirable.

With regard to Borstal, if the treatment were simply punitive, the criticism would be unanswerable. If, however, it be disciplinary and reformative, as it claims to be, and as we believe it to be, there is not necessarily any hardship in a term of two or even three years, though of course even a reformative sentence ought not to be long unless the need of a continued period of detention be clearly established Boys and girls are constantly sent to reformatory or industrial schools for long periods, but the intention is not to punish them, and therefore it would be unfair to lay too much emphasis upon the length of the period. To a lesser extent, it is unjust to put too much stress on the length of a Borstal sentence, especially as only those with criminal tendencies or bad associations are sent to Borstal institutions.

"Of Course."—It is astonishing how often an inaccurate statement passes muster if it be preceded by the words "of course." A correspondent in *The Times*, writing on "Unemployment and Crime," deals with the question thoughtfully and sensibly; but we feel we must take exception to one passage: Speaking of unemployed youths who fall into the hands of the police he says "They operate in gangs, and some of them have a long run before they are caught by the police. In one northern city, indeed, a gang of these young criminals carried out a score of robberies before its members were arrested, and, of course, even then were able to take advantage of the Probation Act and escape the severe punishment merited by their misdeeds." No one is entitled to take advantage of the Probation of Offenders Act; it is for the court to decide whether or not to extend clemency to the offender. Its discretion, so long as it is properly exercised, is unfettered, and a court would be acting quite lawfully in sending to prison, or to Borstal preferably, an offender who, though young, and never having been charged before, was shewn to be one of a gang of criminals who had committed many crimes. If their misdeeds merited severe punishment, the gang could have been sent to the sessions and committed to a Borstal institution, subject to consideration of age and health. The idea that young people who have never been before a court on a previous occasion are "entitled" to "take advantage" of the probation system, whatever their true character or the number of their offences, is wholly erroneous and ought to be contradicted at every possible opportunity

Re-arrangement of County Districts.

ANY important change in the nature or status of local authorities merits the attention and interest of the legal profession, and the time has arrived for county councils to enter upon the first general review of districts within their areas, in compliance with s. 46 of the Local Government Act, 1929, with a view to the submission of definite proposals to the Minister of Health not later than the 1st April, 1932.

This requirement is the statutory outcome of the recommendations of the recent Royal Commission on Local Government, which came to the unanimous conclusion that the need for a general review of areas had been established, and the hope was expressed that the adoption of their proposals as to re-organisation would result in the elimination to a large extent of those county districts (both urban and rural) who, by themselves, are not strong enough financially to perform the essential sanitary services.

In this respect, as in numerous others, finance is the keynote to the practical difficulties which have been, and are being, experienced, but—whilst an extensive enlargement of areas might assist in this direction—it must be borne in mind that efficient administration depends, not only on area, but (to quote the words of the Commission) "on there being assigned to each unit functions of such variety as will ensure local interest and secure as members of local authorities persons best fitted to render service." Indeed, the governing consideration for framing proposals for the re-arrangement of urban and rural districts must be "to secure the welfare of the population affected, and the best and most efficient method of providing for their local government."

The schemes are not to be submitted to the Minister of Health until the county councils have conferred with representatives of the county districts concerned; and it is to be hoped that the principles laid down by the Royal Commission will be respected, and due regard had, not only to (*a*) financial strength and good government, but also to (*b*) wishes of the inhabitants, (*c*) equity of local burdens, (*d*) community of interest (all of which are fully dealt with in their report).

These are the main considerations emphasised by the Ministry in their recent memoranda dealing with these prospective changes, and it would be detrimental to the welfare of the community as a whole if practical effect were not to be given to the important questions of local interest and the securing as members of the smaller authorities the persons who are "best fitted to render service."

The maintenance of personal interest in local government on the part of responsible business and professional men is dependent to a considerable extent upon the reasonable curtailment of bureaucratic control; and the larger and more unwieldy the areas, the more inevitable it becomes that an undue proportion of the executive and administrative responsibilities will be discharged by the officials and staff.

The best men from a local government point of view are frequently the busiest, and so long as local administration can be carried through effectively with a minimum number of meetings and a maximum amount of controlling interest, these important objectives of the Commission are capable of attainment; but if the outcome of these changes were merely to divide the counties into two or three large districts moulded on the county council plan, local interest would inevitably wane and the services of numerous men and women of experience would not be forthcoming.

At the same time, it must be conceded that many county districts, both urban and rural, are too small, and combination and absorption appear to be desirable in a number of cases.

Parishes.—These are the smallest unit of local government, though the powers of parish councils and parish meetings are comparatively small; but the time has arrived when many of them could advantageously be joined up with neighbouring parishes, particularly in those cases where joint services in respect of water, sewerage and scavenging are necessary.

Urban Districts.—Many of the 785 urban district councils have only a small area and population, and their absorption into the adjacent rural district would seem to be necessary if the objectives which have already been discussed are to be attained.

Rural Districts.—On the other hand, a certain number of urban councils will be justified in seeking the inclusion of a limited rural area around them, in which case differential rating can be provided for in the scheme.

It is desirable in this connexion, however, to focus attention upon the basic difference between urban and rural authorities. In the latter case, sanitary services and the cost of water supplies are debited, as a general rule, against the specific parish or parishes directly served by these essential but expensive services; so that the general ratepayers of a large rural district are not called upon to shoulder financial burdens from which only a few in restricted areas can benefit (though the rural district council can now pay the whole or any part of special parish expenses out of the general rate, if it so desires).

This is one of the reasons why rates in rural areas are usually lower than in urban districts, where the population is more congested and there is a more direct and mutual community of interest as regards general public services.

Any attempt, therefore, to add large rural areas to neighbouring urban districts would be unfair to the residents in the outlying parts, though the financial aspect of the matter is not so difficult now that the exchequer grant per head allocated to urban districts under the Local Government Act, 1929, is five times larger than that prescribed for rural authorities (though this larger grant is almost entirely neutralised by the heavy burden entailed by the maintenance of unclassified roads, which are a local charge in urban areas, but a general county charge in rural districts).

Combining of Rural Districts.—Owing to the large intervening rural areas which lie between the great majority of urban districts, any extensive combining of urban councils is not likely to be attempted; but there appears to be justification for a certain amount of combination as regards rural districts, though it must be emphasised again that there should be no attempt to make rural authorities unwieldy or so large as to become miniature county councils.

In view of the extent to which members of the legal profession can influence public opinion on matters such as these, it is desired to refer particularly to the observations of both the Royal Commission and the Ministry with respect to the wishes of the inhabitants and community of interest.

Unfortunately, the operation of local government has become so involved that it would be difficult for the average ratepayer to formulate clearly his views as regards these particular matters, but there can be little doubt that the average Englishman still clings to the ideal of government by the people and any extension of bureaucracy is to be discouraged.

So far as county councils are concerned, their areas are so large and their responsibilities so far-reaching that more and more questions of local government and policy have to be inspired and dealt with by the executive officials concerned, but, whilst it is conceded that the standard of officialdom in this country is extremely high and that they constitute a most worthy and honourable section of the community, it would be unfortunate in the national interest if anything were done which would weaken still further the feeling of personal responsibility on the part of the leading residents in the various areas concerned.

If rural districts are enlarged unreasonably, long and expensive journeys to attend meetings are necessary, and there are many people who, whilst prepared to give up

half-days or their evenings fairly frequently, cannot leave their businesses and private duties early in the day and for lengthy periods.

Economy is stated by the Ministry to be one of the main objects of the proposed changes, and if this laudable aim is to be attained, it is absolutely essential that those persons who are best fitted to render public service shall receive every encouragement to take their place on the local authorities.

It is too early to say what the general effect of the proposals of the various county councils will be, but it is hoped that the principle of measured compromise and the avoidance of extremes will pervade the minds of those responsible for the submission of the schemes.

In cases of doubt, it would surely be better to have a few more local authorities within a county rather than an extreme minimum, particularly as the duties and responsibilities of county councils are increasing so rapidly that it cannot be long before effective decentralisation of local government will become an urgent and pressing problem.

Workmen's Compensation.

A SIMPLIFIED EXPOSITION.—II.

Two of the questions which first claim the attention of the solicitor acting for an employer against whom proceedings are commenced are: (*a*) Was notice given by the workman as prescribed? (*b*) Was the claim made within the prescribed period?

(*a*) As to notice. A claim for compensation cannot be maintained if the workman did not give notice of the accident as soon as practicable after its occurrence, and the employer was thereby prejudiced. But the notice need not be in writing and may be given to a person other than the employer if designated by him for the purpose.

It will be seen that the onus is placed upon the employer to show that he was prejudiced by the workman's failure to give notice in time. An instructive instance is that of the boy who crushed his finger, bathed it with boracic on reaching home, and took no notice of it further till tetanus supervened a week later with a fatal result; on its being shown that even iodine, such as the employer would have applied, would not have been effective against tetanus, compensation was granted on the ground that the firm had not been prejudiced by the boy's failure to give notice of his injury. But in the ordinary case of blood poisoning, such as that of the brickmaker who cut his finger by stone in the clay, and later had to have the finger amputated, compensation is withheld because the employer is prejudiced by lack of early information.

(*b*) As to lodging a claim. A claim must be made within six months from the accident or, in fatal cases, within six months from the date of death. Failure to claim within this period will bar the workman from his remedy under the Act unless he can prove that the failure was due to mistake or other reasonable cause. Ignorance of the provisions of the Act, mental confusion arising from conflicting professional advice, taking proceedings for damages instead of for workmen's compensation—these have each been held insufficient to excuse failure to make a claim in time. But, as laid down by the House of Lords in *Ellis* v. *Fairchild Shipbuilding & Engineering Co.* [1913] S.C. 217, "A man may have an accident and honestly believe at the time that nothing serious has happened to him and, therefore, not conceiving that he had a good claim against his employer, makes no claim, but if it afterwards turns out that he has made a mistake in fact and really has been injured, that may be reasonable cause for his not making a claim within six months." Thus, a genuine mistake as to the nature of the injury will excuse failure to claim in time; so also the fact that the workman does not suffer any diminution in wages as a result of the injury, e.g., in the case of a workman who having had an accident was able to earn for eleven years longer the same wages as before, but then broke down as a result of the accident, failure to claim within the eleven years was regarded as justifiable.

The amount of compensation.—Having satisfied himself that the notice and the claim are in order, the solicitor will direct his attention to the amount which can be claimed. In non-fatal accidents the amount can be ascertained by formulæ as set out below. In fatal accidents the amount is determinable as follows:—

(1) If there is anybody who was wholly dependent, but no dependent under the age of fifteen in addition to another dependent, the amount payable is the total of the workman's earnings with the employer during the preceding three years, or £200, whichever is larger, but with a maximum of £300. (The employer is, however, entitled to deduct from the amount the total of any weekly payments made to the workman during the period between the accident and the death, or any amount paid in redemption of them.*)

(2) If there is no person wholly dependent, but any partial dependent, and no dependent under fifteen in addition to another dependent, the county court has discretion to award an amount which is a proportion of that specified in (1) above.

(3) If there are no dependents, the amount is the total medical and funeral costs up to £15.

(4) If there is a person wholly dependent and a person under fifteen wholly dependent, the amount is the amount payable under (1) above *plus* the product of the following multiplication: 15 per cent. of the workman's average weekly earnings † multiplied by the number of complete weeks between the date of the death and that of the child's fifteenth birthday. This total amount is subject to a maximum of £600.

(5) If there is a person wholly dependent and a person under fifteen only partially dependent, the amount is the amount payable under (1) above *plus* a proportion determinable by the county court of the amount arrived at by the multiplication process set out in (4) above. This total is subject to a maximum of £600.

(6) If there is a person only partially dependent and a person under fifteen wholly dependent, the amount is the amount payable under (2) above *plus* a proportion, determinable by the county court, of the amount arrived at by the multiplication process set out in (4) above. This total is subject to a maximum of £600.

Let us now illustrate the above by two examples: A man (average weekly earnings 26s.) dies, leaving widow, child A, twelve years, child B, five years.

A will be fifteen in (say) 120 weeks, B in (say) 500 weeks. The amount payable is (26s. × 156) + 15 per cent. of (26s. × 120) + 15 per cent. of (26s. × 500) = £323 14s.

If the man in this case had average weekly earnings 50s. then the amount payable would be £300 (the maximum under (1) above) + 15 per cent. of (40s. (the maximum) × 120) + 15 per cent. of (40s. × 500) = £486.

(It should be noted, as regards dependents under fifteen, that the Act uses the term "child"; this is judicially interpreted as referring to the stage of life called "childhood," not to the relationship of parent and child.)

We now turn our attention to the weekly amount of compensation in non-fatal accidents:—

(*a*) *If the average weekly earnings are* 50*s. or more,* the amount payable for *total* incapacitation is:—

Half of average weekly earnings up to 30s. (maximum); And the amount for *partial* incapacitation is:—

*If the redemption amount so deductible exceeds the lump sum, the amount of the excess may be deducted from the additional amount payable where the case comes under (4), (5) or (6) below.

†For the purpose of this provision the average weekly earnings are reckoned as £1 where less than £1, and as £2 where more than £2.

Half (pre-accident average weekly earnings – post-accident average weekly earnings).

(*b*) *If the average weekly earnings are less than* 50*s. and more than* 20*s.*, the amount for total incapacity is :—

One-quarter of average weekly earnings + 12s. 6d.

And the amount for partial incapacitation is :—

$$\frac{\text{One-quarter of average weekly earnings} + 12\text{s. } 6\text{d.}}{\text{pre-accident average weekly earnings}} \times (\text{pre-accident average weekly earnings} - \text{post-accident average weekly earnings}).$$

(*c*) *If the average weekly earnings are* 25*s. or less*, the amount for total incapacity is :—

Three-quarters of average weekly earnings ;

And, the amount for partial incapacity is :—

Three-quarters (pre-accident average weekly earnings – post-accident average weekly earnings).

Company Law and Practice.

LXXVIII.

DISQUALIFICATION FOR AUDITORSHIP.

THE notion is prevalent in some quarters that it is only necessary to make any particular abuse illegal in order to stop it—at any rate, with regard to any form of human activity other than the purchase of sweepstake tickets—but any student of the history of joint stock companies can prove, with illustrations, that this is not so. However, there is no doubt but that many of the less admirable manifestations of the almost universal desire to acquire a better living than the next man—and, if possible, with less effort—have been checked by progressive legislation. It has time and time again been shown that the necessity of having an audit is a most useful provision in the case of companies, and a great safeguard for investors.

But if it were legally possible for the law as to auditing a company's books to be complied with by an audit carried out by any person much of the value of this safeguard would be lost. By this I do not mean to suggest that even now there is any safeguard against incompetent auditors, so far as I am aware there is not, though two factors may contribute towards efficiency. The first is the very salutary rule that an auditor may be liable for damage suffered by a company as a result of a breach of duty by him, a rule which would certainly tend to promote careful handling of the accounts ; while the second is the fact that auditors must be appointed by the company at its annual general meeting, so that the shareholders, if they take any real interest in the concern which they partially own (which in practice they very rarely seem to do until it is too late) should be in a position to see that only competent auditors are appointed.

I cannot help feeling that it would be a good thing if it were possible for the Legislature to lay down some standard of professional qualification, which would be made necessary for any person before they could be appointed auditor, at any rate of a public company, but in the present state of the profession of accountancy that is obviously out of the question. To an outsider such as the present writer the attitude of that profession towards itself is one which, though to some extent understandable, is yet regrettable ; but it is certainly a domestic affair, and one with regard to which the outsider, though perhaps entitled to an opinion, should only air it very discreetly.

The safeguard which the Legislature has imposed is directed to securing the independence of the auditors of a company—one can see the mischief that might result from the audit being carried out by some creature of the controlling influence in the company. Accordingly we have s. 133 of the Companies Act, 1929, which provides that none of the following persons shall be qualified for appointment as auditor of a company (*a*) a director or officer of the company, (*b*) except where the company is a private company, a person who is a partner of or in the employment of an officer of the Company, and (*c*) a body corporate. The section also contains a saving for bodies corporate acting under an appointment made before the 3rd August, 1928, but in view of the lapse of time, this saving is now effete. Bodies corporate which act as auditors are, by the section, made liable to a fine not exceeding £100. No penalty is imposed upon any of the other persons disqualified, though presumably any purported appointment of them is void, but this seems to be one of those sections where infringement is of little consequence to anybody ; and some tightening up of the law in this direction would be of advantage.

The section recognises that there is no need for the same strictness in dealing with private companies as that required for public companies, by allowing private companies to appoint as their auditors partners or servants of officers of the company. But the wording of the section is not happy, for it is not possible to say with any certainty whether either private or public companies can appoint a partner or servant of a director ; logically, one of them must be able to, but which is it ? The difficulty arises in this way : that s. 133 (1) (*a*) speaks of "directors or officers," while s. 133 (1) (*b*) speaks only of "officers" ; thus clearly suggesting that there is a distinction between the two classes, a distinction which is supported by the wording of s. 276 (1), but very much undermined by s. 365 (2). But if there is some ground for suggesting that there is a distinction, it is not immaterial, in attempting to put a proper construction on the section, to ask why there should be a distinction ? If it is not mischievous for private companies to appoint partners or servants of officers of the company as auditors, why should it be mischievous for them to appoint persons in a like relation to directors ? The answer would seem to be that the one is no worse than the other, which gives justification for the view that "officer" in (*b*) must be taken to include directors, as it does in s. 365 (2) ; if this is so, though, why did the section in the same breath, as it were, speak of them separately by name ? It is perhaps unnecessary to add that the definition section is of no assistance in this connexion, merely recalling, as a correspondent pointed out some time ago, the well-known definition of an archdeacon.

In this dilemma, there is only one course to pursue, or to advise a client to pursue, and that is, the safe one : assume first of all that "officer" in (*b*) includes directors, and do not, in your public companies, appoint as auditors partners or servants of their officers or directors ; then assume that "officer" does not include directors, and do not, in your private companies, appoint as auditors partners or servants of their directors, though you may do so with regard to the partners or servants of officers who are not directors. A fantastic conclusion, but a safe one.

(*To be continued.*)

A Conveyancer's Diary.

Mortgages of Reversions—Incidence of Estate Duty.

I have had occasion to consider the question of the incidence of estate duty upon money advanced upon mortgage of reversionary interests, and I am indebted (not by any means for the first time) to my learned friend, Mr. A. H. Withers, who calls my attention to an article by him in *The Law Journal* for 15th February, 1930. In that article Mr. Withers deals very fully with the subject.

The question is of some importance and arises upon s. 14 (1) of the Finance Act, 1894, which reads :—

"In the case of property which does not pass to the executor as such an amount equal to the proper rateable part of the estate duty may be recovered by the person who being

authorised or required to pay the estate duty in respect of any property has paid such duty from the person entitled to any sum charged on such property (whether as capital or as an annuity or otherwise) under a disposition not containing any express provision to the contrary."

Now, taking the common case of a mortgage upon a reversionary interest. X is entitled to a fund subject to the life interest of Y, and mortgages his reversion. On the death of Y the fund (which is in the hands of trustees) does not pass to Y's executors as such, but the estate duty payable upon his death must be apportioned and a rateable part thereof according to value becomes a charge upon the fund (Finance Act, 1894, s. 9 (1)).

The fund thus has to bear its proper proportion of the duty, and the question is how between X and his mortgagee the duty so imposed should be apportioned. The answer appears from s. 14 (1) to be that the mortgagee must pay such a proportion as the amount of the mortgage debt bears to the value of the whole fund, unless the mortgage deed contains "any express provision to the contrary."

In passing it should be noticed that a mortgagee under a mortgage executed before the Act is protected against having to pay at a higher rate than that which would have been payable if the Act had not been passed, which incidentally recognises that some duty may fall upon the mortgagee.

It has been suggested that whilst the Act has thrown upon the mortgage debt in such cases a proportion of the duty (in the absence of any such provision as before mentioned), nevertheless as between the mortgagor and mortgagee the former is liable to pay it whether he has covenanted to do so or not. I do not know of any authority in support of that proposition. Mr. Withers refers to some cases which, although not directly in point, show that s. 14 (1) does apply as between debtor and creditor. The authorities which he mentions are *Alexander's Will Trustees* v. *Alexander's Settlement Trustees* [1910] S.C. 637; *Re Harland, Banks & Harland* [1911] 1 Ch. 459; and *Re Briggs, Richardson* v. *Bantoft* [1914] 2 Ch. 413.

In both the English cases there was a covenant in a marriage settlement by the father of the wife for the payment after his death of a sum of money which was charged upon property of the covenantor and it was held (following the Scottish case) that the amount so payable and charged must bear a proportionate part of the estate duty which became payable upon the death of the father.

There seems to be no doubt, therefore, that as between the mortgagor and mortgagee of a reversion the latter must bear a proper proportion of the duty unless the mortgage otherwise provides.

It is consequently of importance in mortgages of reversions to insert "a provision to the contrary" and so throw the duty upon the mortgagor.

The practical question arising, therefore, is what should be the form of such a provision. Mr. Withers says that to comply with the exception the correct method is to provide that "all moneys hereby secured shall be paid free of all death duties." That seems to be a simple and at the same time effective way of doing it, but, strange to say, it does not appear to have found its way into any of the precedent books. In some of the books in common use there is a covenant by the mortgagor to pay any duty which may fall upon the mortgage debt. That would doubtless be held to be a "provision to the contrary," but I think that it would be better to adopt Mr. Wither's suggestion and make a provision in the terms just stated.

I notice that in the new edition of "Hanson's Death Duties" (at p. 177) the learned editor, in commenting upon s. 14 (1), points out that "Mortgagees of reversionary property appear to be persons entitled to a sum charged on the property within the sub-section and to be therefore liable to repay a rateable proportion of the duty to the persons who have paid the duty in the absence of an express provision to the contrary in the mortgage"; and he goes on to say: "In any such mortgage, therefore, it should be considered whether the mortgagor should not covenant to pay the duty." The learned editor does not explain why he thinks such a covenant is required, and I do not think that it is. As I have said, a covenant of that kind would, no doubt, suffice, but it would certainly be advisable to make a "contrary provision" in express terms.

I do not know, by the way, why "all death duties" should be mentioned, because s. 14 (1) only applies to estate duty, but perhaps the expression suggested by Mr. Withers would be safer as covering future duties which might be imposed. At present neither legacy nor succession duty would fall on the mortgagee.

It is necessary to mention that what has been said does not apply to a case where part of a sum charged upon property has been mortgaged or assigned, as appears by a recent case in the Court of Appeal.

In *Re Drake* [1926], Ch. 559, a sum of £10,000, part of a portions fund of £15,000 charged upon settled land, had been assigned for value, and it was held that, in the absence of a special contract in that behalf, the sum so assigned was not liable to pay a rateable proportion of the estate duty borne by the portions fund upon the death of the tenant for life of the settled land. Section 14 (1) provides for a rateable recoupment between the person who has paid estate duty in respect of property passing on death and the person entitled to a sum charged on that property. It does not go on to provide for further recoupment by persons entitled derivatively to various parts of the sum so charged, but leaves their rights to be determined by their contractual arrangements.

In *Re Drake* it was, in fact, decided that the contract between the parties was such that no part of the estate duty was payable out of the £10,000 assigned, but that the whole fell upon the residue of the fund.

If, however, a person entitled to a share in a settled fund mortgages his reversionary interest in that share, s. 14 (1) would appear to apply.

Landlord and Tenant Notebook.

Service by Post.

It is now the common practice of Parliament to include in a statute a provision authorising the service of notices and other documents by post. Unfortunately, the draughtsmen do not appear to have agreed upon a uniform section. The Acts affecting landlord and tenant show some signs of development and improvement in the light of experience, but the most comprehensive section of all, which is s. 196 of the L.P. A., 1925, was not repeated in the L.T.A., 1927. Thus among the enactments of the present century we have the Law of Distress Amendment Act, 1908, s. 6, which makes it lawful for a superior landlord when rent is in arrear, to serve upon any under-tenant or lodger "a notice (by registered post addressed to such under-tenant, etc.)." The Bankruptcy Act, 1914 (which governs disclaimer) says: "All notices and other documents . . . may be sent by post to the last known address of the person to be served therewith" (s. 146). By the Agricultural Holdings Act, 1923, s. 53, service may be effected by leaving the notice, etc., at the last known place of abode of the person to whom it is to be given, "or by sending it through the post in a registered letter addressed to him there." Then the L.P.A., s. 196 (4), after sub-s. (3) has dealt with service at last known place of abode, etc., by leaving or fixing the document on the land, etc., provides for the sufficiency of service effected "by post in a registered letter addressed to the . . . person to be served by name at the aforesaid place of abode . . . etc., and if that letter is not returned through the post office undelivered; and that service shall

be deemed to be made at the time when the registered letter would in the ordinary course be delivered." The only criticism one might venture to make of this sub-section is that the word "letter" can hardly be given its plain and ordinary meaning; "as a registered letter" might have been better. But it is a pity that the presumption in law which it contains was not repeated in the L.T.A., 1927, s. 23, which merely provides for service at place of abode of persons to be served "by sending it through the post in a registered letter addressed to him there."

It is, of course, important to remember that these provisions for service by post apply only to service of documents dealt with by the particular statutes. In *Van Grutten* v. *Trevenen* (1902), 50 W.R. 516, C.A., the landlord established the validity of a notice to quit sent to the tenant by registered post because the premises were within the Agricultural Holdings Act then in force, and it was held that a notice to quit was one of the notices contemplated by the section dealing with service. The tenant had refused to sign for the registered letter before it was handed to him, and the postman had refused to hand it him before he signed. By way of contrast, one may consider the unfortunate position of the landlord in *Hogg* v. *Brooks* (1885), 15 Q.B.D. 257, who was unable to obtain rent or possession of premises which the tenant had sub-let, for though he (the lessor) had power to determine the lease, notice had to be "delivered to the tenant," and he could not be found.

These two cases emphasise the advisability of including in a lease a clause by which the parties agree to consider s. 196 of the L.P.A., 1925, as incorporated therein, particularly if the tenancy be a periodic one, or if there be power to determine. An older case illustrating the difficulties which may otherwise arise when a party desires to give an ordinary notice to quit is that of *Papillon* v. *Brunton* (1860), 29 L.J. Ex. 265. Notice to quit premises in Waterloo-place, London, held on a Michaelmas tenancy, was posted between 9 and 10 a.m. by the tenant, in an envelope addressed to the landlord's solicitor (who received the rent) at his business address in Mitre-court, in the Temple. The solicitor said he had left between 6 and 7 p.m. on that day, but that the letter had not then reached him; he found it awaiting him next day. The jury found that it had arrived on the 25th March and said that there ought to have been someone there to receive it; the court held that if the solicitor's going away produced mischief, it ought not to fall upon the tenant.

And in *Reed* v. *Harvey* (1880), 5 Q.B.D. 187, a question arose as to service of a notice calling upon a trustee in bankruptcy to decide whether to disclaim. The rule governing service by post, made under the Bankruptcy Act, 1869, was in the same terms as s. 146 of the 1914 Act, cited above. Lush, J., said: "We do not think it is enough to prove such posting, at all events, where the assertion of the trustee is that he never received the letter. We think the evidence ought to have been gone into with regard to the delivery or non-delivery of the letter"—and this though the letter was registered, which, it will be observed, is more than the particular enactment demanded. Presumably a clause in a lease incorporating s. 196 of the L.P.A., 1925, would bind a trustee and avoid such a difficulty.

If, however, it were suggested that where the Bankruptcy Act prescribes one mode of service parties cannot validly use another, the answer is that no mode of service is *prescribed*, and the case of *Jarvis* v. *Hemmings* [1912] 1 Ch. 462, would bear this out. A landlord had had under-tenants served personally with notices in the terms of the Law of Distress Amendment Act, 1908, and now asked for an injunction to restrain the defendants (who set up some claim to the mesne tenancy) from attempting to collect rents. The argument advanced by one of them, who appeared in person, was of the kind popularly supposed to occur only to lawyers; he submitted that as s. 6 spoke of notice by registered post, it had not been complied with. In dismissing this specious argument, Warrington, J., cited *Walter* v. *Rumbal* (1695) 1 Ld. Rym. 53, in which it was held that service at the chief mansion house, etc., provided for by the Sale of Distress Act, 1689, was not essential, but merely an alternative mode to personal service.

Our County Court Letter.

THE AGRICULTURAL HOLDINGS ACT, 1923.

(*Continued from* 75 Sol. J. 133.)

II.

(*a*) *Validity of demand for payment of rent.*

In *Hannaford* v. *Ilbert*, recently heard at Kingsbridge County Court, the claim was for £380 as compensation for disturbance in respect of a holding let on a yearly tenancy, at a rent which had been reduced by agreement from £450 to £380 a year. In March, 1929, arrears of rent were £370, and the tenant suggested that he should be given written authority to pay all proceeds of sale of farm stock to the landlord in reduction of arrears. Notice to quit was afterwards given, however, the reason being that the tenant had failed to comply within a reasonable time with written notices to make the required payments. The tenant duly vacated the holding, but claimed a year's rent on the grounds that an ordinary reminder was not enough, as there should have been either (*a*) an express reminder that the landlord was proposing to act on the agreement, or (*b*) some intimation that default in payment would result in a notice to quit and the loss of any claim for disturbance. The landlord's case was that compensation was only allowed under certain conditions, and it was not the intention of the Act to enforce compensation in favour of a tenant who had not carried out his bargain. His Honour Judge Lias held that the landlord was entitled to suspend his legal rights, and the fact remained that the agreement had not been completed by the tenant, whose claim therefore failed.

(*b*) *Scope of Certificate of Agricultural Committee.*

In *Henry and Another* v. *Montagu*, recently heard at Doncaster County Court, the appellants had received notice to quit, as they had not cultivated the land in accordance with the rules of good husbandry, but the West Riding County Agricultural Committee had refused a certificate to that effect. After the farm had been vacated, a claim was entered for tenant right, improvements and disturbance, and an arbitrator was appointed on the respondent's application, but the appellants contended that the committee's refusal of a certificate prevented an arbitrator from acting. His Honour Judge Hildyard, K.C., observed that the Act was conclusive as to one part but not as to another. The committee's answer being negative, their finding was not conclusive, and the arbitrator could therefore proceed.

THE REMUNERATION OF PILOTS.

In *Humber Conservancy Board* v. *John Good and Sons*, recently heard at Hull County Court, the claim was for £2 7s. 3d., being the amount of an extra pilotage fee in respect of the s.s. "Oberon." The latter had arrived within the pilotage waters with 200 passengers and cargo, and the pilot had suggested she should anchor below Holme Ridge to wait for the tide to make, but was ordered by the master to take the ship to the western reservation quay—where some passengers were landed. Two hours afterwards the ship entered the Alexandra Dock and took up her usual berth (she being a regular trader from Helsingfors) and the plaintiffs claimed that two services had been performed, viz., piloting the ship from the Spurn to the outer quay, and from there into dock. The defendants (the agents for the Finnish owners) contended that they were only liable for one fee, in accordance with two previous decisions in that court (by the late Judge Head) in

cases where ships had anchored in the river waiting for the tide to serve. His Honour Judge Beazley distinguished these two cases, as the above facts showed that a two-fold purpose was served by the mooring at the quay, viz., loading passengers and saving time. The extra work imposed on the pilot (for the purposes of the ship) entitled him to another fee, and judgment was therefore given for the plaintiffs, with costs. Compare *Corporation of Trinity House* v. *Nautilus Steam Shipping Co. Ltd.* (1930), 46 T.L.R. 541, in which the question of whether a ship's progress constituted one long or several short voyages, was considered in reference to the payment of light dues.

Practice Notes.

CITATION OF REPORTS IN THE HOUSE OF LORDS.

In an appeal which was before the House of Lords (Lord Dunedin, Lord Warrington of Clyffe, Lord Atkin, Lord Tomlin and Lord Macmillan) counsel cited from Butterworth's "Workmen's Compensation Reports," a case which was reported in the Sessions Cases.

Lord Dunedin said that he wished it to be clearly understood that it was the business of the Bar to get the authorised reports when they existed. The practice of the House was that if a case was reported in the authorised law reports of any part of the kingdom, that was the citation which the House ought to have.

SALE OF GOODS HELD UPON HIRE-PURCHASE.

(*Continued from* 75 Sol. J. 186).

II.

In *Gosport Furnishing Company Limited* v. *Moysey and Sons*, recently heard at Kingsbridge County Court, the claim was for £10 as the balance due upon certain furniture and £1 as damages for detinue. The plaintiffs' case was that £34 worth of furniture had been supplied to a customer, who had paid £2 as a deposit, but (before completing the instalments) he had sold the articles to the defendants. The defendants' case was that (1) they had bought the goods in the ordinary course of business, (2) they had not signed the agreement for payment by instalments, but the original purchaser had done so, and he was the only person liable to the plaintiffs. His honour Judge Lias pointed out that the defendants had a remedy against the original purchaser, who had made default under the agreement, and was never entitled to the goods—as the property had not vested in him, owing to the non-completion of the payments. The plaintiffs were therefore still entitled to the goods in the defendants' possession, and also to any profit on the re-sale. In the absence of evidence as to the latter, judgment was given in favour of the plaintiffs for £7 and costs.

NYSTAGMUS AND SUICIDE.

The mutual bearing of the above was considered in the recent case of *Huffen* v. *New Hucknall Colliery Co. Ltd.*, at Mansfield County Court, arising out of the death of the applicant's husband by drowning six days after he had been certified as suffering from nystagmus. The applicant's case (supported by medical evidence) was that the deceased had suffered from oscillation and defective vision, pain behind the eyes, depression and confusion of thought—these symptoms denoting a want of the powers of volition. The applicant denied that her marriage had been unhappy, or that the deceased used to leave the house to avoid her company, but she admitted that his chief worry was about money matters. Corroborative evidence of strange conduct having been given by other witnesses—the medical evidence for the respondents was that the deceased had also been suffering from tonsilitis and influenza, but, on the day of his death there was nothing to distinguish him from an ordinary case of nystagmus, as he had no delusions or lack of volition. His Honour Judge Hildyard, K.C., observed that although there was evidence of mental derangement, there was nothing to connect this with the nystagmus, and judgment was therefore given for the respondents, with costs. The cases relating to suicide as a death resulting from the injury, within the meaning of the Workmen's Compensation Act, 1925, s. 8 (1), were discussed by the Court of Appeal in *Johnson* v. *F. Warren and Co.* (1928), 21 B.W. C.C. 411.

Reviews.

Henry Bournes Higgins. A Memoir by Nettie Palmer. George G. Harrap & Co., Ltd. 1931. 10s. 6d. net.

Since Charles Lamb's friend Barron Field went out, over a century ago, to become a judge in New South Wales and to be the recipient of one of the most whimsical and bantering letters from Elia, Australia has had a succession of notable men in its judiciary, men who carried with them that passion for justice which has ever been the characteristic of the English race. Among those of whom this can truly be said must be included Henry Bournes Higgins, whose life story has been narrated in this volume by Mrs. Palmer with an admirable concision and a sympathy which is the sure mark of the ideal biographer; her task has been carried out lovingly. Higgins was born in Ireland in 1851 and was the son of a Methodist minister whose meagre stipend made life somewhat hard for his young family. Ill-health, too, added to their troubles, and finally decided them to seek a new home in Australia, whose drier climate was found to be more genial than the weeping skies of their native land. In Melbourne, where they settled, it was found to be no easy matter to make headway for some time, as everything was new and strange, and the reception they met none too sympathetic. Despite many discouragements, however, Henry, upon whom so much was to depend, showed that high resolve and steadiness of purpose which were to be the outstanding characteristics of his whole career. After various gropings after a vocation he decided on entering the legal profession, in which he found his true métier. Step by step he gained ground, becoming in due time leader of the Equity Bar and eventually a judge of the High Court and President of the Arbitration Court. The latter office he found to be no bed of roses. The court was something of a novelty; it was hindered by faulty rules of procedure; it was looked at askance by each of the parties coming before it; while the President was attacked when he decided against the employers on the ground of unduly favouring the workers. This was almost inevitable, but Higgins was not easily daunted and he steadily pursued the path which he believed to be the right one, regardless of the adverse and foolish criticism to which he was subjected, ever bearing in mind the maxim which he once formulated, that "it is our duty to keep a watch on ourselves and to study sympathetically the difficulties of the class to which we do not belong." It was hard work, but he performed it with unflinching courage. As Mrs. Palmer well says in concluding her volume, Higgins "dignified public life by bringing to it qualities of integrity and high seriousness, and quickened it with the liberating freshness of his thought." Constitutional lawyers will find the pages of the work which tell of the movement for federation and the difficulties accompanying it of particular interest, especially at the moment when there seems on the part of some Australians a desire to break away from the Commonwealth and revert to the State. But the whole book is full of interest in its study of Australian politics and the difficulties which have attended the growth of the great continent. The work deserves to be widely read.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Infant's Liability for Trade Debts.

Q. 2213. A is a person carrying on business as a fruiterer. B for some months has supplied at wholesale rates consignments of fruit every week to A for sale by him by retail and wholesale—the average value of the weekly consignments has been £50. Payment has by arrangement been made by A to B for the previous week's consignment on taking delivery of a further consignment. Payment was made regularly until the last consignment. Payment for that consignment not being forthcoming, B gave instructions for the issue of a default summons for the recovery of the amount due—a sum in the neighbourhood of £50. The summons was issued and the defence under the Infants Relief Act, 1874, put in. The action now stands for trial. B had no knowledge either from A or any other quarter that A was an infant until after the issue of the summons. Advice is sought as to what steps can be taken in this matter, either towards recovering the money due or towards putting a stop to A's activities inasmuch as A is still trading and appears to have large quantities of fruit on his premises.

A. Goods supplied to an infant for the purposes of trading are not necessaries, and therefore he cannot be held liable on that ground, unless for any small quantity which may have been consumed in his household. See *Turberville* v. *Whitehouse* (1823), 1 C. & P. 94, in which the claim was for groceries supplied. The liability for coal and coke was held unenforceable against an infant trader in *Ex parte Jones* (1881), 18 Ch.D. 109, in which it was held that the infant could not be adjudicated bankrupt, as the debt was not in respect of necessaries, and was therefore unenforceable. B's only chance of success is to prove that, as the goods were bought for re-sale, the contract was for the infant's benefit, whereupon he can be held liable. It will be necessary to show that the infant was charged a price which would allow him a reasonable profit, and that the business is his sole means of livelihood. See the decision of His Honour Judge Barnard Lailey, K.C., in *Foy* v. *Wadsley*, at Southampton County Court, reported in *The Law Journal* (*County Courts Reporter*) for 28th February, 1931, at p. 6. The action should therefore be continued on the above lines, with a view to recovering the money but the only method of stopping A's activities is to inform the other wholesalers who supply him. This will be a privileged communication, and A will have no cause of action for slander.

Executrix—Mortgage to pay Compensation due to a Manor.

Q. 2214. A.B. died in 1929, having by his will appointed his widow, C.D., sole executrix but not trustee, and devised and bequeathed to her all his property for use during her life with remainder to his three children, one of whom predeceased the testator, equally. The property consists of several freehold houses, and one which, previous to 1926, was partly freehold and partly copyhold, the whole being subject to a mortgage for £350, and also subject to fines and fees due to the manor in respect of one moiety of the copyhold portion which accrued to the testator under the intestacy of his sister in 1925. The widow is obliged to raise a sum of money to meet the duties and probate expenses, the cost of admission to one moiety and also to the entirety of the former copyholds, and to pay off the compensation due to the manor. The present mortgagee is willing to find the amount required, but it is a question how the matter can be arranged. Apparently a further charge is not feasible, and it will be necessary to have a second mortgage.

(1) The widow, as executrix, would have power to mortgage to provide for duties, probate expense and manorial fees; but would this permit her to raise the amount required for the compensation to the lord of the manor?

(2) If not, what would be the position if the widow mortgages her life interest and the reversioners covenant to repay the mortgage on her death?

A. (1) Yes. She has the powers of a trustee for sale (A.E.A., 1925, s. 39 (1) (ii)); trustees for sale have the powers of a tenant for life (L.P.A., 1925, s. 28 (1)); and a tenant for life may mortgage for that purpose (S.L.A., 1925, s. 71 (1)).

(2) *Cadit quæstio.*

Statutory Tenant's Right to New Lease.

Q. 2215. A client of ours—a woman—carries on business as a milliner and ladies' and children's outfitter in a shop belonging to the local hospital authorities. There is living accommodation both behind and over the shop. She has been tenant of the premises since 29th September, 1917, at a rental varying from £30 to £40 per annum. The hospital wanting to pull this and adjoining property of theirs down for improvements served her with a notice to quit on 12th December, 1930, expiring 29th September, 1931. Proceedings under the L. & T. Act, 1927, for a new lease were commenced on 8th January, 1931. Will you please say—

(1) Whether the Rent Restrictions Act applies in the circumstances to both the shop and the living accommodation or only to the latter?

(2) If to both, whether the Rent Restrictions Act still being in force the L. & T.A. applies to the property, and whether an application to the court for the adjournment of the proceedings under the L. & T.A., 1927, until the repeal of the Rent Restrictions Act should not be made with liberty to apply. It will be observed that proceedings under the last-named Act were commenced in order not to be out of time.

(3) Proceedings were commenced against the hospital as such by their secretary. Should they not have been taken against the members of the committee of the hospital individually? If so, how can this oversight be cured?

A. (1) Both the shop and the living accommodation are protected by the Increase of Rent, etc., Act, 1920, s. 12 (2) (ii). See *Hyman* v. *Steward* (1925), 41 T.L.R. 501, and *Hicks* v. *Snook* (1929), 73 Sol. J. 43.

(2) The L. & T.A., 1927, nevertheless applies to the property in view of the definition of a holding in s. 17 thereof. The tenant, however, is already out of time in applying for the new lease, as this should have been done before the 8th April, i.e., within two months of the service of her notice, as provided by the L. & T.A., 1927, s. 5 (2). In any case, however, she appears to have no claim, as the hospital authorities will be able to prove that the grant of a new lease would not be reasonable, under the L. & T.A., 1927, s. 5 (3) (*b*) (ii) and (iii). An application for an adjournment would therefore not serve any useful purpose.

(3) This question does not arise, as the proceedings will be doubtless abandoned if the hospital is in a position to carry out the improvement scheme.

Correspondence.

Grazing Rights over Golf Course.

Sir,—I have been away for a few days and have only just seen your issue of the 9th inst. on p. 307 of which I see a letter signed "Your Contributor." I assume him to be the writer of the answer on p. 218 (not the solicitors who asked for a precedent), and has reference to my letter of 1st April to you.

My letter was written with the object of assisting brother professionals of whose identity of course I am in ignorance, but I observed in their inquiry they made use of the words "golf course." This suggested to me that the property was inland and not by the sea, whereas I observed that the writer of the answer suggested their using the word "links." This word would, of course, be applicable to a seaside golf course or land of that nature, but, having some past experience of golf clubs and their members, I was anxious (on the assumption that the golf course was an inland one and that the solicitors were acting on behalf of the golf club) to save them laying themselves open to criticism from members of the committee of having inappropriately used the word "links." You will remember in my letter I wrote, "I would not criticise the suggested substitution in the case of a seaside course where there are 'links.'" I intentionally used the words "where there are links" to show that the word "links" would not be suitable in the case of a golf course situate on the top of a cliff near the sea. While local players on a course of this latter nature whose experience of the game is limited to their own local club are apt to glorify their own course by referring to it as "links," no golfer of experience would refer to a cliff golf course as "links."

I have turned up "Webster's New International Dictionary," and find the following, which appears to confirm my argument :—

> "Links. Pl. Sand hills with the surrounding level or undulating land as along the sea shore (Scot.). Golf may be played on any Park or Common but its original home is the 'links' or common land which is found by the sea shore where short close turf, the sandy sub-soil and the many obstacles in the shape of Bents, Whins, Sand holes and Banks supply the conditions which are essential to the proper pursuit of the game (Encyclopædia of Sport)."

London, E.C.3. F. H. Ramsden.
19th May.

The Finance Bill and the Middle-class Investor.

Sir,—I have been making a careful study of the land value tax clauses of the Finance Bill, and am pressed by the thought that it will devolve upon the solicitor Members of Parliament to champion the cause of the middle-class investor in house property and land. All solicitors have hard-working and deserving clients and friends of this class. I have ventured to prepare three possible "exemptions" with a view to saving such clients and friends from hardship, as follows :—

(1) Purchasers and their widows or widowers (whether freeholders or leaseholders) are to be exempt, unless and until the land value of their holdings shows, by comparison with a previous valuation under the Finance Act 1931, an increase in value and, then, the tax is to be upon the amount of such increase only.

(2) All persons (whether freeholders or leaseholders) who are not liable to pay income tax are to be exempt from the land value tax. This already is so as to the existing land tax.

(3) All properties which were, at the date of the printing of the land value tax proposals, subject to mortgages repayable by monthly or quarterly instalments, are to be exempt so long as such mortgages subsist.

I think these suggestions speak for themselves, except that I should like to add that I know ladies of poor circumstances who own leasehold ground rents. Unless holders of those investments receive a special exemption, they will be taxed by a deduction of a one-twelfth part of the income, equal to an income tax of 1s. 8d. in the £. Why should such injustice be allowed ? There can be no possible accretion of value to their holdings by reason of the presence of the community.

I do earnestly call upon the solicitor Members of Parliament to champion the cause of those mentioned above, and so save such clients and friends from a very grave injustice.

I am venturing to write similarly to other legal journals.

London, W.C.2. W. J. Bloomfield Howe.
19th May.

In Lighter Vein.

The Week's Anniversary.

On the 23rd May, 1832, Sir William Grant died. In the high reputation which he deservedly achieved he proved one of the most distinguished of the Scots who have attained judicial honours in England.

Nevertheless, his professional advancement was neither immediate nor rapid. Having been called to the Bar, he found so little encouragement that he migrated to Canada. There he varied his experiences with active service when the Americans besieged Quebec and, moreover, found professional recognition, becoming Attorney-General of the colony. Returning to England to practice at the Common Law Bar, he obtained so little business that he was contemplating a second exile when the tide of his fortune turned. Pitt's patronage secured him an entrance into the political field, and Lord Thurlow encouraged him to take up practice in the Courts of Equity.

His fine qualities thus found their proper sphere and his success was thenceforward assured. In 1801 he became Master of the Rolls, filling that office for seventeen years to the universal satisfaction of the profession.

Impudence and Evidence.

The form of oath is constantly subjected to a variety of strange renderings by the mixed assortment of truth tellers who pass into the witness-box. However, it can hardly have been a mere felicitous accident which caused an errand boy at Marylebone recently to swear "that the impudence I give to the Court shall be the truth." Nor in all probability was it sheer innocence which prompted the reply of a youthful witness to the late Lawrence, J., when that keen golfer asked him whether he understood the nature of an oath. "Of course I do," answered the boy, "ain't I your caddie ?"

Anticipated Promotion.

A most intelligent special correspondent recently interviewed the charming young lady who was in the Honours List of The Law Society's Final Examination. Her beauty must have gone to his head, for he reported that he asked her whether she aspired to the Woolsack, adding for the benefit of the ignorant public, "the seat of the Lord Chancellor in the House of Lords." She laughed, he said.

The niceties of legal promotion are usually beyond the layman's grasp and when he hears of solicitors attaining judicial honours, as in the cases of Lord Russell of Killowen, C.J., and Field, J., he does not realise that this had involved a complete change from one branch of the profession to the other.

As to the prospect of feminine judges, the ladies have enjoyed the freedom of the French legal world much longer than of the English and across the Channel they have won an established place, but they do not yet adorn the Bench. Observers, however, think that this final achievement is not so very remote.

Notes of Cases.

Court of Criminal Appeal.

Rex *v.* **Hancock.**

Lord Hewart, C.J., Avory and Humphreys, JJ.
20th April.

CRIMINAL LAW—PRACTICE—PLEA OF "GUILTY"—WITHDRAWAL DURING TRIAL—NO VERDICT BY JURY—ORDER FOR RE-TRIAL.

Appeal from a conviction.

The appellant in this case was charged before Talbot, J., at the Derby Assizes, upon an indictment charging him with having had carnal knowledge of a girl without her consent. He pleaded "not guilty," and the trial proceeded before the jury, evidence to support the charge being given by the prosecution. The appellant, however, who was not represented by counsel, later withdrew his plea of "not guilty" and said that he was guilty. His lordship thereupon discharged the jury from giving a verdict, saying that there was nothing for them to try, and he sentenced the appellant to three years' penal servitude on his own confession.

LORD HEWART, C.J., said that the court had no doubt that in the circumstances in question the verdict of the jury should have been taken. The proper order to make now would be one similar to that made in *Rex* v. *Baker* [1912] 7 Cr. App. Rep. 217, and *Rex* v. *Hussey* [1924] 18 Cr. App. Rep. 121, that the conviction be set aside, and that the appellant be ordered to appear at the next Derby Assizes to plead to the indictment and to take his trial.

COUNSEL: *Loseby*, for the appellant; *Anthony Hawke*, for the Crown.

SOLICITORS: *George Bradley*, Chesterfield; *Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Richards *v.* **Price and Another.**

Lord Hewart, C.J., Avory and Humphreys, JJ.
30th April.

GAMING—"FOOTBALL TOTALISATOR"—STREET BETTING—MONEY POSTED AFTER MATCH—STREET BETTING ACT, 1906 (6 Edw. 7, c. 43), s. 1 (1).

Case stated by Bristol justices.

William Richards, a superintendent of the Bristol Police Force, preferred informations against Hugh Price and Albert Henry Mitchell, charging them with loitering in a street for a purpose contrary to the Street Betting Act, 1906. By s. 1 (1) of that Act "Any person frequenting or loitering in streets or public places, on behalf either of himself or of any other person, for the purpose of bookmaking, or betting, or wagering, or agreeing to bet, or wager, or paying or receiving or settling bets" shall be liable to penalties. At the hearing of the informations the following facts were proved or admitted: On the 5th November, 1930, at about 5 p.m., Price loitered in St. John's Square, Bristol, and there distributed to persons envelopes addressed to "The London Football Totalisator (Henry Newton), 92-94, Gray's Inn-road, W.C.1." Each envelope contained printed forms, one on white paper and the other on yellow paper. On the same date Mitchell loitered in Lombard-street, Bristol, and there distributed similar envelopes and printed forms to passers-by. The white form was an invitation by Newton to the persons to whom such forms were distributed to forecast the results of certain football matches to be played on Saturday, the 8th November, 1930, and to stake money on the correctness of the forecast. The form stated that credit accounts only were accepted, that ready money would not be received with the forms, and that, further, the backers were to post their money after the matches had been played, so as to reach Newton by Monday, the 10th November, 1930. Letters containing the white form were to be postmarked to reach Newton not later than Saturday noon, the 8th November. The minimum stake was to be 1s. and the maximum £1 on any one pool. The total amount staked in respect of each pool by all the backers in that pool was to be divided between the winners in proportion to the sums staked by the winners, less expenses and 10 per cent. of the pool which were to be retained by Newton. The yellow form specified the amount of the stake and the name and address of the sender. The justices dismissed the informations.

LORD HEWART, C.J., said that there were materials to support a conviction on the ground that the respondents were loitering in the streets on behalf of Newton for the purpose of betting among the various members of the public who were minded to accept the invitation to take part on one or other of the pools. Apart from that ground, the respondents were loitering in streets or public places on behalf of Newton for the purpose of bookmaking. Appeal allowed, and the case remitted to the justices with a direction to convict.

AVORY and HUMPHREYS, JJ., gave judgments to the same effect.

COUNSEL: *L. Collins*, for the appellant; *W. J. M. Dennis*, for the respondents.

SOLICITORS: *Robins, Hay & Waters*, for the Town Clerk, Bristol; *Church, Adams, Tatham & Co.*, for *Meade-King & Co.*, Bristol.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Sherwood *v.* **Deeley and Wife.**

Macnaghten, J. 7th May.

MONEYLENDER—ALLEGED INSUFFICIENT MEMORANDUM—WRONG DATE—UNSIGNED COPIES—JOINT AND SEVERAL LIABILITY—MONEYLENDERS ACT, 1927 (17 & 18 Geo. 5, c. 21), s. 6.

The plaintiff in this action, Louis Sherwood, a moneylender, claimed from the defendants £1,077 6s. on a promissory note for money lent, being £1,000 principal and the balance interest. The defendants alleged that the memorandum of the contract required by s. 6 of the Moneylenders Act, 1927, was not a good memorandum, because (1) the date of the transaction was wrongly given in the memorandum; (2) the memorandum stated that the liability of the two defendants was joint and several, whereas in fact it was a joint liability only; and (3) the copy supplied to the defendants did not contain all the terms of the contract, inasmuch as it did not contain a copy of their signatures.

MACNAGHTEN, J., said that to comply with the requirement that a copy of the note must be supplied to the borrower, the note was typed and the carbon copies were given to the defendants. The criticism was now made that the copies were insufficient because they were not signed, although the original was. He thought that that was an unsound point. It was next said that the memorandum was at fault because the loan took place on the 12th July, but that the memorandum, owing to a typist's mistake, substituted the word "August" for "July." The same document had two dates in different places; both could not be right. The error was a mere accidental slip which, when noticed, did not and could not mislead anyone, and the memorandum sufficiently complied with the Act. Lastly, it was alleged that the contract entered into was a joint contract, but that the plaintiff had sought to impose on the defendants a joint and several liability, which was more onerous. The contract itself was for a joint and several liability.

COUNSEL: *Croom-Johnson*, K.C., and *H. J. Wallington*, for the plaintiff; *Montgomery*, K.C., and *Herbert Jacobs*, for the defendants.

SOLICITORS: *Woolfe & Woolfe; G. E. Bellingham.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

United Law Clerks' Society.

The ninety-ninth anniversary festival of this society was held at the Connaught Rooms on Tuesday, 12th May, the chair being taken by Sir Roger Gregory, LL.D. Among those present were the Rt. Hon. Lord Russell of Killowen, the Rt. Hon. The Lord Mayor, the Lady Mayoress, Lady Gregory, Sir Robert Dibdin, Sir Reginald Poole, His Honour Hugh Sturges, K.C., Mr. F. K. Archer, K.C., Mr. J. A. Barratt, K.C., Mr. Alfred Hildesley, K.C., Mr. Raymond Needham, K.C., Mr. F. M. Guedalla (Master, City of London Solicitors' Company), Mr. J. M. Lickfold, Mr. P. H. Martineau, Mr. E. L. Rowcliffe, Mr. R. M. Pembridge, Mr. G. L. Whately, Mr. Lewis Whitfield and Miss V. J. Stephenson.

After the loyal toasts had been honoured, the Chairman proposed the health of the Lord Mayor and Lady Mayoress. The toast of His Majesty the King, he said, was always proposed without any preface, because it was always received with so much respect and affection. For the same reason it was unnecessary to preface the toast of "The Lord Mayor" with anything like an elaborate or set speech. The compliment the Lord Mayor and Lady Mayoress had paid the gathering that night was one which they all valued very deeply. It was pleasant to think that, when a member of the legal profession had attained the highest dignity that the great City of London had to offer, he should have remembered not only the profession but also those who worked for the profession to which he belonged.

THE LORD MAYOR, responding to the toast, expressed his great sense of gratitude for the way in which it had been submitted and received, but deprecated the suggestion that he had conferred a favour, because, when he looked back forty years, he remembered that he had been a law clerk, and also that his salary in those days had been twelve shillings a week. Yet hard work and application had added to the salary a little, and now, after forty years, he was Lord Mayor of London. He was indeed proud to think that he had the honour and privilege to be a member of the legal profession. Some people said that the profession of a solicitor was membership of the junior branch of the law; he would not contradict it, but he asked where the senior branch would be without the solicitors. A good deal of the law that he used to learn in the old days, when most of his conveyancing work had been dependent on the Act of 1881, had been superseded, he was told, by those mysterious volumes which had been issued under the name of Birkenhead but which, he understood, had been largely drawn up by Sir Benjamin Cherry. The law went back to very ancient times, but in England had been observed by the people from time almost immemorial. After Alfred the Great had rebuilt the city, he had taken an ealdorman and made him the chief governor, responsible for the law both civil and criminal. In 1189 the governor had taken the title of Mayor, and shortly afterwards the Mayor's Court had been formed. It was the oldest court of record in the kingdom. The powers of usefulness of that court had been used more in his early days than they were to-day. The City of London had led the way in the administration and observance of the laws of this country, and that was why it stood pre-eminent, not only in our great empire, but also throughout the cities of the world.

THE CHAIRMAN, proposing the health of

THE UNITED LAW CLERKS' SOCIETY,

welcomed the opportunity of paying even a small instalment of the debt he owed to those who had done so much to help him and his. For three generations the law had been very kind to him. He owed the position he now occupied to the loyal and faithful service of the clerks who had served him and his predecessors. He urged employers to consider what they owed to their clerks, the difficulties in which their clerks had helped them, and the depths of the holes out of which their clerks had pulled them. He had had the good fortune to come into the law with great opportunities—he was the son and the grandson of a President of the Law Society—but he had early realised that a man who wanted to make a success in the law must regard her as a hard mistress and pay his devotions to her and her alone; he could only hope for success if he could attract to himself the affection, loyalty and respect of his clerks. Sir Roger said he wished he had the eloquence to say "Thank you" properly to those who had helped him. He was filled with feelings of the deepest gratitude for the courtesy, kindness and help he had received from all of them.

He begged the employed among his audience to remember that they had only obtained their fairly secure position in the face of severe competition, in the course of which they had had to thrust aside others not endowed with their abilities and persistence. He asked them to extend to those others a helping hand and a word of encouragement. This Society for the benefit of clerks was managed by clerks. Every case was investigated with due care and sympathy by a committee of men who, by their profession, were trained to extract the truth, even from an affidavit. The response to his written appeal had been extremely kind. No written speech was adequate for this occasion; it must be dealt with from the heart.

Mr. HARRY ELLIS STAPLEY (Hon. Treasurer), in reply, said that this ninety-ninth Anniversary Festival was in some respects unique. In the first place, the President of the Law Society was presiding for the first time in the history of the Society. They were very proud to add to their long list of distinguished chairmen the name of Sir Roger Gregory. On only one previous occasion—in 1926, when Sir John Withers had presided—had a member of the solicitors' branch taken the chair. Sir Roger Gregory was a very old and valued friend of the Society and had been a trustee for many years. He had now added to their obligations by a very active and vigorous campaign, with the result that the ninety-ninth annual festival was likely to stand out as one of the chief events in the Society's long career. In the second place, this festival was rendered unique by the presence of the Lord Mayor.

The Society recognised very fully its continued indebtedness to all branches of the profession. By their help the Society had been able to increase its usefulness year after year. Up to 1870 it had disbursed £20,459; at the end of 1930 this figure had risen to £270,793. During the past year a larger sum had been paid out than ever before: £8,500 in benefits to members and grants to help law clerks in times of temporary distress. The superannuation fund was the greatest liability, and must of necessity increase as the body of members grew old. The work of law clerks was not pensionable in the ordinary way, and a great many of them had no provision for their old age. The aim of the Society was to provide a small annuity for every member when he reached the age of sixty-five. This would need an increase of thousands of pounds in the fund, and it would be very gratifying if this could be done for the centenary meeting. The Society relied on the help of the profession; this had never failed in the past ninety-nine years and he was sure that it would be continued in the years to come.

THE GUESTS.

Mr. F. K. ARCHER, K.C., proposing the toast of "Our Guests," said that it was the view of the Common Law Bar that there was an insuperable objection to the proposal of this toast by a guest, because a guest could not propose his own health. This proved yet once again that the Common Law Bar's notions might at times be at fault. There was a little song that advised you to pat yourself on the back and drink your own health if nobody else would. The equity of the case was perfectly plain: it was a great truth of the profession that all in it were friends, and among friends it did not matter what you did so long as you meant well. The Society would always have hosts of friends, but none of them would propose the toast more sincerely than he did. He coupled it with the name of Lord Russell of Killowen, than whom the profession had no truer friend in all respects.

LORD RUSSELL OF KILLOWEN, in reply, said that this was a moment of responsibility and of trepidation—of trepidation because it was only during the course of that day that he had been told ("invited" was the word used, but "ordered" would be more correct) that he was to respond to this toast. What he wanted to know was when the menus had been printed. He would, however, do his best, fortified by the recollection of the Scottish minister who, under similar circumstances, had explained to his congregation that he had had little time for preparation and would have to depend on the words that the Lord put into his mouth. He had added: "But come next Sunday and I will give you something worth listening to." Lord Russell would say: "Give me a week and you won't get away under a fortnight." He was delighted to have the honour of responding to this toast, but in his heart of hearts he wished it had been the chairman on whom he had had to speak, for he could have thrown a few sidelights on Sir Roger Gregory from an angle not open to everyone. He was in a position which few had hitherto enjoyed: that of being able to wipe the eye of a Lord Mayor. Forty years ago he, too, had been a law clerk, but his salary had been nothing. For at an early stage of his career, between taking a more or less discreditable degree at Oxford and embarking on a more or less disgraceful career at the Bar, he had been sentenced to twelve months' hard labour at 1, Bedford-row. In that time he had learnt to admire—nay, to love—Sir Roger Gregory, a man who was incapable of deceit and, worse still, incapable of

being deceived. Once he had entered the room of his chief to desire leave of absence to attend the funeral of a near relative. Sir Roger's manner had been perfect; there had been a hush in the room; almost you felt you were in a mortuary chamber; you felt that he was glad that he happened to be wearing a black tie that day. He had given leave and then, in the tones of a sucking dove, had enquired at what precise hour they kicked off. Was it surprising that he was now President of the Incorporated Law Society?

Mr. C. E. MACKLIN, Chairman of Committee (Chairman of Stewards), paid a tribute to the work of Sir Roger Gregory for the Society. Nobody yet, he said, had worked so hard or so successfully during the ninety-nine years of its existence. He had read almost every letter received and had written numbers of letters himself. There was also present that night a solicitor member who had sons in the profession and who had celebrated his golden wedding in April (Mr. Bousfield). The appeal that night had reached the record figure of £1,021.

The health of the Chairman was proposed by the Lord Mayor, who said that the name of Gregory was a household word in the legal profession.

SIR ROGER GREGORY, in reply, said that he gathered that the audience's feelings of affection were just as great as they had been before he had attempted to extract every penny from their pockets. He thanked them for giving him the opportunity to try and do something for his friends.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Land (Utilisation) Bill.
Read Third Time. [21st May.
Ancient Monuments Bill [H.L.]
Commons Amendments agreed to. [14th May.
Architects (Registration) Bill.
Read Third Time. [21st May.
Local Authorities (Publicity) Bill.
Read Third Time. [19th May.
London Squares Preservation Bill.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship) Bill.
Read First Time. [6th May.
Merchant Shipping (Safety and Load Line Conventions) Bill.
Second Reading deferred to 9th June. [19th May.
Pharmacy and Poisons Bill [H.L.].
Read Third Time. [30th April.
Public Offices (Sites) Amendment Bill.
Commons Resolutions agreed to. [30th April.
Salvation Army Bill.
Read First Time. [20th May.
Small Landholders and Agricultural Holdings (Scotland) Bill.
Committee. [12th May.
Widows, Orphans and Old Age Contributory Pensions Bill.
Read Second Time. [19th May.
Wills and Intestacies Bill.
Joint Committee. [20th May.
Workmen's Compensation Bill.
Committee. [20th May.

House of Commons.

Access to Mountains Bill.
Read First Time. [12th May.
Agricultural Land (Utilisation) Bill.
Reported with Amendments. [7th May.
Agricultural Marketing Bill.
In Committee. [7th May.
Architects (Registration) Bill.
Read Third Time and passed. [17th April.
Criminal Justice (Amendment) Bill.
Read First time. [28th April.
Employment Returns Bill.
Read Second Time. [17th April.
Fancy Jewellery (Standard Trade Descriptions) Bill.
Read First Time. [19th May.
Finance Bill.
Read Second Time. [20th May.
Fire Brigade Pensions Bill.
Read First Time. [19th May.
Housing (Rural Workers) Amendment Bill.
Read Third Time. [21st May.
Hospital Lotteries Bill.
Rejected on First Reading. [19th May.
Leasehold Enfranchisement Bill.
Motion for Second Reading. [1st May.
Local Authorities (Publicity) Bill.
Read Third Time. [12th May.
London Passenger Transport Bill.
In Committee. [12th May.
Marriage (Prohibited Degrees of Relationship) Bill.
As amended (in the Standing Committee) considered; read Third Time and passed. [1st May.
Mining Industry (Welfare Fund) Bill.
Read Third Time. [12th May.
National Industrial Council Bill.
Second Reading deferred. [30th April.
Palestine and East African Loans Bill.
As Amended, Considered. [15th May.
Petroleum Bill.
Read First Time. [22nd April.
Post Office Telegraph (Money) Bill.
Read Third Time. [21st May.
Proprietary Medicines Bill.
Read First Time. [11th May.
Registration and Regulation of Osteopathy Bill.
Withdrawn. [12th May.
Religious Persecutions (Abolition) Bill.
Read First Time. [19th May.
Representation of People (No. 2) Bill.
As amended, considered. [20th May.
Rural Amenities Bill.
Withdrawn. [14th April.
Shops (Sunday Trading Restriction) Bill.
Read First Time. [29th March.
Summary Jurisdiction (Appeals) Bill.
Read Second Time. [24th April.
Sunday Performances (Regulation) Bill.
Read Second Time. [20th April.
Town and Country Planning Bill.
In Committee. [21st May.
Vaccination Bill.
Read First Time. [29th March.
Widows, Orphans, and Old Age Contributory Pensions Bill.
Read Third Time. [30th April.
Workmen's Compensation Bill.
Read Third Time. [24th April.
Works Council Bill.
Second Reading deferred. [30th April.
Sharing Out Clubs (Regulation) Bill.
Read Second Time. [24th April.

Legal Notes and News.

Honours and Appointments.

Mr. HENRY RUPERT GREEN, Barrister-at-Law, has been appointed Deputy Coroner for the Stockport District, in succession to Mr. J. A. K. Ferns, who has resigned. Mr. Green was called by Lincoln's Inn in 1926.

The King has been pleased to approve of the retention of the title of "Honourable" by JAMES DUNCAN HYNDMAN, Esq., lately a Puisne Judge of the Appellate Division of the Supreme Court of Alberta, Dominion of Canada.

Mr. CHARLES EDWARD MALET DE CARTERET, Procurator-General of the Island of Jersey, has been appointed Bailiff of the said Island in the room of Sir William N. Venables Vernon, who has resigned.

As announced by Sir Walter Carlisle, the chairman of the Bench, recently, Mr. ERNEST WILLIAM MARCHANT, solicitor, Bletchley, has been appointed Clerk to the Justices for the Newport Pagnell Division of Buckinghamshire in succession to Mr. W. S. Parrott, who has resigned. Mr. Marchant was admitted in 1913.

Mr. E. V. FINNIGAN, solicitor (legal assistant to the Town Clerk of Barnsley, Mr. A. D. Mason), has been appointed Assistant Solicitor in the office of the Town Clerk of Sunderland (Mr. Henry Craven, O.B.E.). Mr. Finnigan was for twelve years a member of the Town Clerk's staff at Sheffield, and on securing an appointment under the Town Clerk of Barnsley was articled to Mr. Mason, passing the Final Examination of the Law Society last year.

Mr. C. T. A. WILKINSON has been appointed Assistant Registrar of the Principal Probate and Divorce Registry.

Mr. THOMAS DOWNEY, O.B.E., solicitor, Town Clerk of Stockton-on-Tees, has been presented with the freedom of the borough to commemorate the appreciation with which the Corporation and citizens regard his prolonged and successful services. A large and representative company witnessed the presentation.

Mr. JOHN PENNIE, W.S., of Messrs. James and D. W. B. Tait, has been appointed Town Clerk of Kelso in succession to the late Mr. T. D. Crichton Smith.

Mr. ALEXANDER JAMES MACRAE has been appointed Sheriff-Clerk of Sutherlandshire in the place of Mr. J. M'Crone, deceased.

Sir LANCELOT SANDERSON, a member of the Judicial Committee of the Privy Council, and a former Chief Justice of Bengal, has been appointed an additional commissioner at the Liverpool Assizes, in consequence of the heavy list of civil cases.

Sir JAMES FRAZER, O.M., has been elected an Honorary Master of the Bench of the Middle Temple.

THE SUMMER ASSIZES, 1931.

(*Continued from p.* 334).

WESTERN CIRCUIT.—1ST PORTION.—(Mr. Justice Rowlatt and Mr. Justice Roche).—Tuesday, 26th May, at Salisbury; Saturday, 30th May, at Dorchester; Thursday, 4th June, at Wells.

OXFORD CIRCUIT.—(Mr. Justice Swift and Mr. Justice Wright), Monday, 18th May, at Reading; Monday, 25th May, at Oxford; Thursday, 28th May, at Worcester; Wednesday, 3rd June, at Gloucester; Wednesday, 10th June, at Monmouth; Wednesday, 17th June, at Hereford; Monday, 22nd June, at Shrewsbury; Monday, 29th June, at Stafford.

NORTHERN CIRCUIT.—(Mr. Justice Humphreys and Mr. Justice Macnaghten), Tuesday, 26th May, at Appleby; Thursday, 28th May, at Carlisle; Thursday, 4th June, at Lancaster; Tuesday, 9th June, at Liverpool; Tuesday, 30th June, at Manchester.

NORTH WALES AND CHESTER CIRCUIT (Mr. Justice Acton).—May 27th, Newtown; May 30th, Dolgelly; June 2nd, Carnarvon; June 6th, Beaumaris; June 10th, Ruthin; June 13th, Mold; June 17th, Chester.

WHAT IS A "PILLION SEAT"?

The Romford (Essex) Justices, says *The Times*, fined a motor-cyclist 10s. for carrying a passenger on a carrier which Superintendent Knights contended did not satisfy the requirements of the Road Traffic Act. The superintendent said that he had submitted the question as to what was a proper seat to a higher authority, who had given the following definition: "Technically, a pillion seat is a seat sold for the purpose, sprung or otherwise, attached to the machine by fastenings of a type not liable to accidental disconnexion."

SOLICITOR WITHOUT A CERTIFICATE.

Mr. Ernest Hesse Hill, solicitor, Stoke, pleaded guilty at Burslem, on Tuesday, 28th April, in eight cases for practising as a solicitor without a certificate, and was fined £10 on one summons and ordered to pay a total of £1 8s. costs on the remaining seven. The solicitor who appeared to prosecute for The Law Society stated, says *The Northern Daily Mail*, that Hill had been practising without a certificate for two years.

LAW AS TO THE COMPOSITION OF FOOD.

The Minister of Health and the Secretary of State for Scotland have appointed a Committee to inquire into the working of the law as to the composition and description of articles of food, other than milk, and to report what alterations, if any, in the law or its administration appear to be desirable.

The members of the Committee are:—Sir Frederick J. Willis, K.B.E., C.B., J.P. (Chairman), Mrs. J. L. Adamson, W. Barratt, Esq., Mrs. E. Beck, J.P., J. N. Beckett, Esq., G. A. Birse, Esq., H. F. Carlill, Esq., Mrs. M. E. Cottrell, A. T. A. Dobson, Esq., C.B.E., H. E. Goodby, Esq., J.P., J. M. Hamill, Esq., O.B.E., M.D., D.Sc., Mrs. Jean Roberts, R. A. Robinson, Esq., T.D., H. Shaw, Esq., D.L., G. Stubbs, Esq., C.B.E., F.I.C., F.C.S.

The Secretary is Mr. W. J. Peete, of the Ministry of Health, to whom all communications on the subject should be addressed.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 11th June, 1931.

	Middle Price 20 May 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	95½	4	3	9	—		
Consols 2½%	60	4	3	4	—		
War Loan 5% 1929-47	102¼	4	17	10	—		
War Loan 4½% 1925-45	101⅛	4	8	8	4	7	8
Funding 4% Loan 1960-90	96½	4	2	11	4	3	0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	97½	4	2	1	4	2	6
Conversion 5% Loan 1944-64	106½	4	13	11	4	12	4
Conversion 4½% Loan 1940-44	104	4	6	7	4	2	3
Conversion 3½% Loan 1961	83½	4	3	10	—		
Local Loans 3% Stock 1912 or after	69½	4	6	4	—		
Bank Stock	288½	4	3	2	—		
India 4½% 1950-55	79½	5	13	2	6	2	3
India 3½%	59½	5	17	8	—		
India 3%	49½	6	1	3	—		
Sudan 4½% 1939-73	100	4	10	0	4	11	0
Sudan 4% 1974	92	4	7	0	4	8	0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	87½	3	8	7	4	2	0
Colonial Securities.							
Canada 3% 1938	93	3	4	6	4	4	0
Cape of Good Hope 4% 1916-36	98	4	1	8	4	8	0
Cape of Good Hope 3½% 1926-49	86	4	1	5	4	12	1
Ceylon 5% 1960-70	103	4	17	1	4	16	6
*Commonwealth of Australia 5% 1945-75	70	7	2	10	7	3	11
Gold Coast 4½% 1956	99	4	10	11	4	11	4
Jamaica 4½% 1941-71	98	4	11	10	4	12	3
Natal 4% 1937	98	4	1	8	4	7	6
*New South Wales 4½% 1935-1945	50	9	0	0	9	15	0
*New South Wales 5% 1945-65	55	9	1	10	9	2	10
New Zealand 4½% 1945	88½	5	1	8	5	13	0
New Zealand 5% 1946	97½	5	2	7	5	5	0
Nigeria 5% 1950-60	104	4	16	2	4	14	2
*Queensland 5% 1940-60	60	8	6	8	8	10	0
South Africa 5% 1945-75	102½	4	17	7	4	17	5
*South Australia 5% 1945-75	70	7	2	10	7	14	6
*Tasmania 5% 1945-75	73	6	17	0	7	1	6
*Victoria 5% 1945-75	62	8	1	3	8	2	0
*West Australia 5% 1945-75	65	7	12	3	7	13	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	67	4	9	7	—		
Birmingham 5% 1946-56	105	4	15	3	4	15	6
Cardiff 5% 1945-65	104	4	16	2	4	14	6
Croydon 3% 1940-60	76	3	18	11	4	10	0
Hastings 5% 1947-67	103	4	17	1	4	16	3
Hull 3½% 1925-55	83	4	4	4	—		
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4	8	7	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	58xd	4	6	2	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	69xd	4	6	11	—		
Metropolitan Water Board 3% "A" 1963-2003	68	4	8	3	—		
Do. do. 3% "B" 1934-2003	70	4	5	9	—		
Middlesex C.C. 3½% 1927-47	90	3	17	9	4	12	0
Newcastle 3½% Irredeemable	76	4	12	1	—		
Nottingham 3% Irredeemable	67	4	9	7	—		
Stockton 5% 1946-56	103	4	17	1	4	16	6
Wolverhampton 5% 1946-56	104	4	16	2	4	14	6
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	83	4	16	5	—		
Gt. Western Railway 5% Rent Charge	100½	4	19	6	—		
Gt. Western Rly. 5% Preference	81	6	3	5	—		
L. & N.E. Rly. 4% Debenture	73	5	9	7	—		
L. & N.E. Rly. 4% 1st Guaranteed	60½	6	12	3	—		
L. & N.E. Rly. 4% 1st Preference	40	10	0	0	—		
L. Mid. & Scot. Rly. 4% Debenture	76	5	5	3	—		
L. Mid. & Scot. Rly. 4% Guaranteed	61½	6	10	1	—		
L.Mid. & Scot. Rly. 4% Preference	40	10	0	0	—		
Southern Railway 4% Debenture	82	4	17	7	—		
Southern Railway 5% Guaranteed	97½	5	2	7	—		
Southern Railway 5% Preference	81	6	3	5	—		

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

CLERK (42), disengaged, desires responsible permanency, Devonshire or near. Competent with conveyancing (under very slight supervision), probate and all-round general legal work. Previous positions 10 and 11 years respectively.—Apply Box 733, Solicitors' Journal, 29, Breams-buildings E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor (23), November Final, 1929 (Honours), trained in busy country practice, experienced in Conveyancing, Probate, Magisterial and County Court procedure, desires post where hard work and further experience available.—Write Box 425, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, accustomed to act without supervision (conveyancing and general) and take charge of office, desires clerkship with prospects in busy office; London or Manchester preferred; salary by arrangement.—Box 718, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (newly admitted), Public School and LL.B., with conveyancing experience, seeks post where further experience may be gained; experienced speaker and would undertake advocacy.—Box 710, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, Intermediate LL.B., requires post as assistant, six years' experience during articles and since; now conveyancing and probate manager country firm; Provincial Law Society prizeman; excellent testimonials. Salary £200.—Box 723, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-OFFICER, age 48, married, energetic, seeks situation Private Secretary or any appointment of trust. Knowledge of estate work, farming and management of men. Excellent credentials. 12694.

MASTER Mariner requires position as either Marine Supt. or Master. Knowledge of Wharfage and loading cargoes, 21 years with last employers. Dis. 220.

MASTER Mariner, sailing ship trained, wishes work; would look after yacht-club house, coach members in navigation, etc., and assist them in any way. Married, no family. 12608

YACHTS.—Ex R.N.R. Officer, Public School "Worcester," highest qualifications and references. Aged 40. Would go as Master or Navigator in gentleman's Yacht. Wide experience round British coast and Mediterranean. 12759.

RETIRED Officer, 36, tall, excellent credentials, and refs., desires post as Land Agent (previous experience of this work) or Assistant Secretary Golf Club, or position of trust. Fluent French, some German. Dis. 378.

EX-CAPTAIN, R.F.A., M.C., 51, single, desires post as Agent, small Estate or similar. Experienced Mining Engineer, Surveyor and Prospector. First-class references. 12165.

ARTICLED CLERKS, &c.

VACANCY occurs for Articled Clerk with City firm of Chartered Accountants. Premium required £150, repayable as salary. Applicant must have passed Matriculation.—Write Box "S.Y.L.," care of Davies and Co., 95, Bishopsgate, E.C.2.

SOLICITORS, General Practice and Clerks to local and public authorities in North Wales have vacancy for articled clerk. Personal supervision. Premium required.—Box 735, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS have vacancy for an Articled pupil of good address; prospects; premium £250 (part returnable as salary).—Write Box 727, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY occurs for Articled Pupil with old-established firm of estate agents, auctioneers, and surveyors in West End; premium required.—Write Box 728, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

ARTICLED PUPIL, age 17-20, having passed matriculation, required, chartered accountant's office. Moderate premium.—Write R. K., 6, Bloomsbury-street, W.C.1.

VACANCY in newly established Manchester office for energetic articled clerk; personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

CITY firm of Solicitors require Junior Partner on one-third basis; capital £1,700, being two years' purchase of average net profits of past five years.—Professional Appointments Bureau, 12A, Finsbury-square, E.C.2.

YOUNG Solicitor, admitted 1930, desires Junior Partnership in general practice after short preliminary clerkship. Experienced in conveyancing, probate and general country practice, including some advocacy. Capital available.—Box 737, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (31), formerly a member of the Bar, desires to purchase partnership in well-established firm in London or Southern Counties; thorough general experience in London and provinces; capital available.—Box 686, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SMALL General Practice with possibilities (within 30 miles of Manchester) for sale; reasonable offer accepted as immediate sale essential.—Apply Box 638, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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FITZROY SQUARE.—Exclusive spacious accommodation, ground floor and basement, rent only £200, inclusive.—Waller, 27, Fitzroy-square, W.1. Fitzroy 1328.

SOLICITORS' Offices in John-street, Bedford-row. Whole of ground floor comprising two large rooms and one small—also storage accommodation. On second floor—two front rooms.—Box 742, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FIRM of Chartered Accountants in Furnival House, High Holborn, have office accommodation to let which would be very suitable for a young solicitor starting in practice. Use of waiting-room, if required.—Apply Box 739, Solicitors' Journal, 29, Breams-buildings, E.C.4, or Telephone Chancery 8868.

INVESTMENTS.

TO SOLICITORS, Trustees, Insurance Companies.—Advertiser is prepared to negotiate for purchase of Peppercorn and annual Ground Rents, with early Reversions; localities no objection.—Post A.J.B., 10, Blomfield-court, W.9.

LAW BOOKS.

FOR SALE.—"The Solicitors' Journal," Vols. 68 to 73, unbound. What offers?—Box 650, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 65 to 73, cloth bound, perfect condition. What offers?—Box 589, Solicitors' Journal, 29 Breams-buildings, E.C.4.

IN BANKRUPTCY.—Sale by Tender.—Law Books appertaining to the estate of E. H. Holt, Solicitor, Weston-super-Mare.—For conditions, schedule of books and form of tenders apply Edward Thomas Collins & Son, Chartered Accountants, 28, Baldwin-street, Bristol.

MISCELLANEOUS.

TO SOLICITORS.—Gentleman wishes to purchase Property in hands of Executors, or where mortgage has been foreclosed.—Box 831, Smiths' Agency Ltd., 100, Fleet-street, London, E.C.4.

TO BE SOLD.—Sussex. Between Worthing and Littlehampton. A charming Country Residence, with 12 bed and dressing rooms, drawing, dining and billiard rooms, library, etc. Electric light, gas, water and 33 acres, 24 acres ripe building land fronting main road, ½ mile sea, close to golf links, suitable country club or institution. £15,000, freehold, quick sale.—Apply Box 708, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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RE CAPTAIN GEOFFREY FIRTH, deceased. —Any SOLICITOR or other person AWARE of the PREPARATION or EXISTENCE of a WILL made by the above, late of Exeter, England, and Alassio, Italy, subsequently to June, 1928, is requested to COMMUNICATE with LAKE, FRIEND & TARBET, Solicitors, Exeter.

MASLEN.—Will any Solicitor, Banker or other person who can give INFORMATION with regard to a WILL, BANKING ACCOUNT or any other matter concerning the late JOHN MASLEN, butler to the Earl of Cranbrook, COMMUNICATE with Messrs. EVANS, BARRACLOUGH AND CO., Solicitors, 2, Gray's Inn-square, W.C.1.

GENEALOGY.—Information required concerning BRANCHES (probably Irish) of FAMILIES of Travers, Harmer, Horsley, Fulwar, Smith, Katherins, Osborne, Goty, Scooley, Lombard, Gurly, Box, Warren, Sandford, Watson, Vernon, Hart, Helden, Crawford, connected with TRYDELL.—Write Box 736, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WILL ESTHER WEBB, formerly of Coventry, Warwickshire, sister of Henry Webb, late of Beaufort West, Cape Colony, South Africa, deceased, or any of her Children COMMUNICATE with me, the undersigned without delay?—Herbert Johnson, Solicitor, Coventry.

RE MISS ANNIE TURNER, deceased, late of 6, Osborne-road, Altrincham, Cheshire.—Any solicitor or other person aware of the preparation or existence of a WILL made by the above is requested to COMMUNICATE with Hill & Co., Solicitors, 4, Market-street, Altrincham.

LLOYD: WILLIAM or THOMAS.—Will the Solicitors who were enquiring for the relatives of one William or Thomas Lloyd, who was a descendant of one Lloyd, formerly of Tynycelyn Farm, Llangollen, in the County of Denbigh, communicate with Messrs. Ffoulkes-Jones and Sons, Solicitors, Llangollen.

JOHN MOSS, deceased.—Information is required as to the whereabouts of ELIZABETH FLORENCE ALMA PIET, the Widow and Executrix of John Piet, who died on 13th March, 1917, at 43, Marylebone-lane, W. Dated this 28th day of April, 1931.—TATTON, GASKELL and TATTON, Solicitors, 217A, Kensington High-street, W.8.

THE BONET FAMILY of CHUYER (Loire), France, declare themselves to be the legitimate HEIRS to the ESTATE of the late CLAUDE FRANCOIS BONET, who died at Calcutta in 1792. They wish it to be known that in consequence of a search of official papers the claim of the man and women who were the only heirs at that time has been established. Generous reward offered to whoever is able to assist the family at Chuyer to find the official papers in question.—Write Bonet, Agence Havas, Montpellier, France.

CHARLES THOMAS JONES, decd.—Will any solicitor or other person having knowledge of any WILL made subsequent to March, 1924, by the above-named deceased, late of Paxton Lodge, Belsize-road, Worthing, Sussex, formerly of 155, Preston-road, Brighton, Sussex, and who died on the 19th April, 1931, please COMMUNICATE with Messrs. Neve, Beck & Crane, 21, Lime-street, London, E.C.3.

JOHN CAULFIELD, born County Galway, Ireland, left Ireland about 50 years ago when about 20. Persons able to give any INFORMATION as to whereabouts or death of said JOHN CAULFIELD, or concerning any wife or child left by him, are requested to communicate with undersigned Executor in Estate Michael Patrick Caulfield.—JOHN B. MERNIN, Austral-street, Penshurst, Sydney, Australia.

WILL the two gentlemen who, in or about the year 1924, went to St. John's Market, Liverpool, inquiring for JOHN MOULSDALE, please communicate with J. H. Moulsdale, 13, Kingsley-road, Garden City, Queensferry, Chester.

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Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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Solicitors:—Messrs. Nicholson, Freeland & Shepherd, 46, Queen Anne's Gate, S.W.

Auctioneers:—Messrs. Knight, Frank & Rutley, 20, Hanover-square, W.1.

By AUCTION, on JUNE 11th next, at the LONDON AUCTION MART, E.C.4, at 2.30 p.m.

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